

77034 MORTGAGE BOOK 128

THIS MORTGAGE made June 1, 1961, by and between

LOUIS W. KUHN and LORRAINE P. KUHN, his wife

hereinafter (jointly and severally, if more than one) called "Mortgagor" and referred to in the masculine singular, and THE PRUDENTIAL INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of Kansas, of Topeka, Kansas, hereinafter called "Mortgagee" (which designations shall include the respective successors in interest of the parties hereto);

WITNESSETH:

THAT MORTGAGOR, in consideration of the indebtedness evidenced by the promissory note hereinafter referred to, hereby MORTGAGES, CONVEYS AND WARRANTS to Mortgagee the following described real property in Lawrence County of Douglas State of Kansas:

The South 530 feet, less State Highway, containing 4 acres, more or less, in Douglas County, Kansas, of the following described real property, to-wit: Beginning at a point 341.1 feet West of the Southeast corner of Southwest Quarter of Section Five (5), Township Thirteen (13) South of Range Twenty (20) East; thence North parallel with Quarter Section line 1326 feet; thence West 328.50 feet; thence South 1326 feet to South line of said Section; thence East on Section line 328.50 feet to point of beginning, containing 10 acres, less to State Highway, in Douglas County, Kansas, subject to easement of record.

together with all rights, privileges, easements and appurtenances attaching or belonging thereto, and the rents, issues, and profits thereof, and all buildings, improvements and fixtures now or hereafter erected or installed thereon, all of which are herein collectively called "the premises";

TO HAVE AND TO HOLD THE SAME UNTO MORTGAGEE FOREVER; PROVIDED, HOWEVER, that this mortgage is given to secure payment of the indebtedness evidenced by (a) a certain promissory note of

Louis W. Kuhn and Lorraine P. Kuhn, his wife for \$ 71,400.00, dated

June 1, 1961, payable to Mortgagee or order, in installments as therein provided, with final maturity on November 1, 1976, together with interest as provided therein, or (b) any extension or renewal thereof, and to secure performance of each and every obligation set out therein or herein or in any other instrument given to secure such indebtedness; if Mortgagor shall so pay or cause to be paid all indebtedness and interest evidenced by said note or hereby secured and perform or cause to be performed each and every other obligation of Mortgagor herein or in said note or other instrument or instruments contained, then this mortgage shall be released according to law and at Mortgagor's expense, but otherwise shall remain in full force and effect.

For Assignment of Mortgage see Book 128 page 198

For Assignment see Book 130 Page 236
For Assignment see Book 130 Page 237